

General Terms and Conditions of Sale and Delivery of Oliver-Tolas Healthcare Packaging B.V.

Definitions

Terms which are capitalized in these General Terms and Conditions have the following meaning:

- a) "Affiliate" means a company or other business entity controlled by, controlling or under common control with a Party;
- b) "Agreement(s)" means any agreement between Supplier and Purchaser related to the sale of Goods and/or Services by Supplier entered into as set forth in Article 3.1;
- c) "Confidential Information" means all information disclosed by Supplier to Purchaser, whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Confidential Information in any case includes the contents and existence of the Agreement and the business relationship between the Parties, personal details and technical information, designs, drawings and samples;
- d) "Goods" means all items supplied or to be supplied by Supplier to Purchaser in the implementation of an Agreement, as well as any services related to the supply of such items;
- e) "Intellectual Property Rights" means all patent rights (including reissues, divisions, continuations and extensions thereof), copyrights, moral rights, Trademarks, design rights, rights to utility models, trade secret rights, database rights, mask work rights, neighboring rights to the Goods and/or Services;
- f) "Party" means a party to an Agreement;
- g) "Purchaser" means each person or entity that enters into an Agreement with Supplier;
- h) "Services" means all services performed by Supplier for or on behalf of Purchaser in the implementation of an Agreement, whether or not in connection with the supply of Goods;
- i) "Supplier" means either Oliver-Tolas Healthcare Packaging B.V. and/or one or more of its Affiliates that enter into an Agreement with Purchaser; and
- j) "Trademarks" means trademark, service mark, trade name, logo or any other indicator of source or origin owned by or licensed to Supplier and its Affiliates.

Article 1: Applicability

1. All offers made by and/or to Supplier, all Agreements entered into with Supplier and the execution thereof, and all other commitments entered into with Supplier shall be governed exclusively by these General Terms and Conditions of Sale and Delivery. Unless explicitly agreed otherwise in writing, these General Terms and Conditions shall take precedence over any other communication (oral or in writing) between the Parties relating to the sale of Goods and/or Services by Supplier. Any general terms and conditions employed by the Purchaser, howsoever these may be termed, are hereby expressly rejected and declared to be non-applicable.

2. Deviations from these General Terms and Condition must be agreed in writing and shall apply only after express written confirmation thereof by Supplier.

3. In these General Terms and Conditions, 'Purchaser' shall also include the Purchaser's representative(s), authorised agent(s) and assignee(s), under general or onerous title.

Article 2: Offers

1. All offers by Supplier are made without obligation. If no term has been agreed, offers made by Supplier shall remain valid for thirty (30) days.

2. Supplier shall not be liable for errors in and deviations from illustrations, drawings, samples and/or other specifications occurring in offers and/or order confirmations, since these are provided for indicative purposes only.

3. All offers shall be made at no cost, unless otherwise agreed. They shall remain the property of Supplier and may be withdrawn by Supplier at any time. Without the prior written permission of Supplier the documents, samples, etc. forming part of the offer may not be reproduced by photocopying or in any other mechanical means, and may not be copied, made public or disclosed or handed to third parties.

Article 3: Creation and amendment of Agreements

1. Orders will only become binding for Supplier either at the moment that Supplier has confirmed the order in writing to the Purchaser, or at the moment that Supplier has commenced execution of the order.

2. As evidence of the content of the order, the order confirmations and/or the administrative records of Supplier, including the invoice relating to the order, shall be deemed to provide an accurate and complete rendition of the Agreement.

3. A request by Purchaser to modify any order (or part thereof) must be submitted and received in writing by Supplier and is subject to Supplier's written approval. Purchaser may incur charges for order modifications. In the event Purchaser requests expedited delivery of shipments, Supplier reserves the right to charge Purchaser for associated costs.

Article 4: Prices

1. Purchaser shall pay Supplier the purchase price for the Goods as listed in Supplier's quotation, order acknowledgement or as otherwise set forth in Supplier's invoice. All prices shall be valid only for the period indicated by Supplier. All prices are quoted exclusive of VAT and, unless agreed otherwise or indicated by Supplier, exclude the costs of packaging, machine costs, costs of drawings and transport costs.

2. In the event of a demonstrable change in the prices charged to Supplier by its supplier and/or a demonstrable change in other factors which determine the cost price, such as energy costs, environmental costs, costs of materials, wages, taxes, duties, charges, foreign exchange rates, freight costs, etc. after the date of the offer or the creation of the Agreement, Supplier shall be entitled to amend the agreed prices accordingly with due observance of the relevant statutory provisions, regardless of whether or not the change could have been foreseen by Supplier at the time of entering into the Agreement. Any such amendment of the price shall not give the Purchaser the right to cancel the Agreement. Each subsequent invoice sent by Supplier shall be drawn up on the basis of the amended prices.

Article 5: Transport and risk

1. Supplier shall deliver the Goods EXW (Supplier's warehouse), INCOTERMS 2020.

2. Supplier shall provide packaging and security for Goods to be delivered such that they will reach the Purchaser in good condition under normal transport conditions.

3. In the event that Supplier has made available loading pallets, packing cases, crates, containers, etc. for the Goods or has arranged for these items to be made available by third parties - whether or not on payment of a return or security deposit - the Purchaser shall be obliged (except in the case of non-reusable packaging) to return in good condition the said packaging or loading materials at its own expense to the address stated by Supplier.

4. Contrary to the provisions paragraph 1 of this Article, the Parties may expressly agree or stipulate a different place of delivery.

5. The risk of the Goods to be delivered shall transfer to the Purchaser at the moment of delivery at the place as referred to in this Article and/or at the moment the Goods are made available as referred to in Article 6 paragraph 1, at the latest at the moment that the Goods are loaded for transport, regardless of which party is bearing the costs of this transport.

Article 6: Delivery

1. The Purchaser shall be obliged to take receipt of the Goods offered for delivery by Supplier within the term specified by Supplier.

2. In the event that all or part of the Goods comprising the order have to be stored by Supplier as a result of failure by the Purchaser to accept delivery thereof, all associated costs of such storage shall be charged to the Purchaser.

3. Delivery terms quoted by Supplier may at no time be regarded as firm deadlines, unless expressly agreed otherwise in writing. Supplier shall not be liable for any delay in delivery of any Goods or Services.

4. Only where it has been expressly agreed in writing that a delivery term is a firm deadline shall the Purchaser be entitled to dissolve the Agreement in the event that Supplier fails to deliver the Goods in question within this term, but only after Supplier has been given

a reasonable further term by registered mail to comply with its delivery obligation.

5. A delivery term shall commence only after the Agreement has been created, all information and items to be provided by the Purchaser and which are necessary for the commencement of the execution of said Agreement are in the possession of Supplier, any agreed prepayments have been made, and any samples manufactured by way of trial have been approved.

6. Contrary to paragraph 3 of this Article, in the event of failure to deliver on time due to force majeure on the part of Supplier, the provisions of Article 12 on force majeure shall apply.

7. Supplier shall be entitled to deviate from the ordered quantity by up to 10% on delivery.

8. Supplier shall be entitled to suspend its delivery obligations under the Agreement in the event there are, to Supplier's sole discretion, reasonable and objective grounds to doubt whether Purchaser is able or willing to fully and timely fulfil its payment obligations.

Article 7: Guarantee

1. Notwithstanding Article 8.1, Purchaser shall notify Supplier in writing of any non-conformity of the Goods and/or Services within five (5) calendar days from the date when this was discovered by Purchaser.

2. As a result of the processing of the products to be packaged, allowance must be made for a maximum loss of 10%. With regard to the content and dimensions of the packaging, allowance must also be made for a tolerance of 10%, unless expressly agreed otherwise in writing.

3. Supplier guarantees that the Goods shall materially conform with the mutually agreed, written specifications therefor and be manufactured in compliance with all applicable standards set in law and/or other relevant regulations issued by government which are in force at the time that the Agreement is entered into.

4. All entitlement to claims under guarantee shall lapse in the following cases:

- where the Purchaser or a customer of the Purchaser has itself repaired a defect or arranged for the repair of a defect without the express prior written consent of Supplier;

- where the Purchaser fails to comply strictly with its payment obligations vis-à-vis Supplier; the guarantee shall however be reinstated with retrospective force following payment in full;

- where the Purchaser or a customer of the Purchaser has used the Goods in contravention of the user instructions provided therewith or makes or has made an error of use in some other way, such as failure to use the Goods for the purpose intended by Supplier;

- where the Purchaser or a customer of the Purchaser has made modifications or had modifications made to the Goods delivered.

5. The warranty is limited to six (6) months from the offering for delivery of the Goods as referred to in Article 6 paragraph 1, and further subject to the restrictions set forth in Article 13. In the event that Supplier has obtained Goods from third parties in execution of its obligations, it shall however offer a guarantee in respect of those Goods which does not exceed the guarantee offered to Supplier by those third parties.

6. EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH HEREIN, SUPPLIER MAKES NO REPRESENTATIONS, AND EXTENDS NO WARRANTIES OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 8: Inspection and complaints

1. The Purchaser shall inspect the Goods immediately after taking receipt thereof to verify their nature, quantity, dimensions, as well as any manufacturing faults and/or material defects.

2. Returns shall only be accepted by Supplier after prior approval by Supplier and provided they are sent carriage paid.

3. The consideration of complaints shall not release the Purchaser from its payment obligations.

4. Complaints must be submitted in writing to Supplier within eight (8) days of receipt by the Purchaser of the Goods and/or Services delivered by Supplier, stating the nature and extent of the complaints, in default whereof the right of complaint shall lapse.

Article 9: Payment

1. Unless agreed otherwise in writing, invoices sent to the Purchaser by Supplier shall be due and payable within thirty (30) days of the invoice date.

2. Tooling maintenance fees may be invoiced to and payable by Purchaser in relation to the provision and/or service of tooling by Supplier for use in the manufacture of the Goods; they do not convey title to or right of possession of any such tools.

3. The Purchaser shall not be entitled to any discount or set-off of any nature whatsoever, except with the written consent of Supplier. All payments shall be deducted from the oldest outstanding amount owing unless expressly agreed otherwise in writing.

4. In the event that an amount payable pursuant to an invoice has not been paid within the term as referred to in paragraph 1 of this Article, Supplier shall be entitled, without notice of default being required, to charge the Purchaser interest on the total amount still outstanding, consisting of the interest rate prevailing at that time as set by the European Central Bank plus 7% (Directive 2000/35/EC of the European Parliament and of the Council).

5. In the event that it becomes necessary for Supplier to pass unpaid invoices or a part thereof to a third party for collection, Supplier shall be entitled to demand reimbursement from the Purchaser of all court and extrajudicial costs.

6. The extrajudicial costs shall be set at a minimum of 15% of the principal sum, augmented by the interest already due, with a minimum of EUR 500 excluding VAT, without prejudice to the right of Supplier to charge the full costs if these are higher.

7. Any amounts which Purchaser owes Supplier under the Agreement shall become immediately due and payable in full if:

- Purchaser has failed to make a timely payment to Supplier or any of its Affiliates; or
- Supplier is entitled to terminate the Agreement pursuant to Article 16.1; or
- Supplier has objective and reasonable grounds to expect that Purchaser is heading towards bankruptcy.

8. In the event that payment in instalments is permitted, on non-payment of one or more instalment the Purchaser shall be legally in default, without notice of default being required, and the entire remaining invoice amount shall become immediately payable in full on demand.

Article 10: Suspension and retention

1. In the event that the Purchaser fails to pay or to pay on time, all associated payments made by Supplier, howsoever these may be termed and in whatever capacity they may have been incurred vis-à-vis Purchaser, shall be suspended until the payment in question has been made, while Supplier shall in that case also be entitled, even where otherwise agreed, to demand cash payment for further delivery.

2. Supplier shall at no time be required to return to the Purchaser cutting dies, seal dies and/or other materials provided to Supplier by the Purchaser, as long as the Purchaser has not complied with its obligations of whatever nature vis-à-vis Supplier.

Article 11: Retention and transfer of title

1. All Goods delivered and to be delivered to the Purchaser by Supplier shall remain the property of Supplier until the Purchaser has met all its obligations vis-à-vis Supplier in respect of the delivery in question as well as previous and subsequent similar deliveries, in respect of additional activities performed or to be performed by Supplier, as well as in respect of claims of Supplier against the Purchaser in respect of shortcomings by the Purchaser in complying with its obligations vis-à-vis Supplier.

2. The Purchaser shall notify Supplier immediately of any and all claims or attempts by third parties to take possession of or recover Goods which are the property of Supplier. The Purchaser shall for its part do all in its power to protect the proprietary rights of Supplier.

3. The Purchaser shall be entitled to sell or use the Goods in the exercise of its normal business activities, but shall not be entitled to dispose of, encumber with a limited security interest or right of enjoyment, or otherwise remove the Goods from the recourse of Supplier.

4. In the event of non-compliance by the Purchaser with its obligations as referred to in this Article, Supplier shall be entitled after giving notice of default but without

judicial intervention being required, to recover the Goods which are - still - the property of Supplier pursuant to the retention of title or otherwise. The Purchaser shall be obliged to inform Supplier of the place where the Goods are located and to identify the Goods as the property of Supplier, and shall now for then give permission to Supplier to enter or arrange for the entry of the sites and buildings in question in order to recover the Goods.

Article 12: Force majeure

1. Force majeure shall exist on the part of Supplier in the event that compliance with the Agreement cannot reasonably be demanded of Supplier as a result of war, war risk, civil war, riot, acts of war, fire, water damage, flood or any other violent act of nature or deterioration, theft or embezzlement, strike, sit-down strike, lock-out, import and export restrictions, government measures, defects to machinery, interruptions in the energy supply, all both in the business of Supplier and of third parties from which Supplier procures all or some of the necessary materials or raw materials, as well as the failure by its suppliers to deliver, to deliver on time or to deliver in proper condition to Supplier raw materials, semi-manufactures, production resources, etc., as well as during storage or transportation, effected by Supplier or otherwise, and also as a result of all other causes falling outside the fault or scope of risk of Supplier.

2. In the event of force majeure Supplier shall be entitled at its discretion either to extend the estimated delivery term by the duration of the force majeure, or to cancel the Agreement, without being liable to pay any compensation to the Purchaser as a result.

3. In the event that the Purchaser requires such of Supplier in writing, Supplier shall be obliged to announce its choice in writing within eight (8) days.

4. In the event that Supplier has partially met its commitments at the time that the force majeure commences, it shall be entitled to invoice delivered Goods/rendered services separately at that time, and the Purchaser shall be obliged to pay these invoices as if they related to a separate Agreement.

Article 13: Liability and exoneration

1. Except on the grounds of mandatory legislative provision and in cases of deliberate act or gross negligence on the part of Supplier, (a) Supplier's liability and the Purchaser's remedies for any breach of these General Terms and Conditions or otherwise by Supplier is limited, at Supplier's option, to either (i) replacement of the defective Goods or Goods returned to Supplier or (ii) a refund of the purchase price paid for the defective Goods or products (or if not refunded, to a credit in the amount of the purchase price), and (b) Supplier shall not be liable for any special, punitive, incidental, indirect or consequential damages, including (without limitation) lost profits, loss of revenue, loss of business or other financial loss, arising out of or in connection with any Goods or other product or these General Terms and Conditions, whether based on breach of warranty or contract, strict liability in tort, or any other legal theory, and whether or not Supplier has been advised of the possibility of such damages. The remedy hereby provided shall be the exclusive and sole remedy of the Purchaser.

2. By way of supplement to paragraph 1, Supplier shall bear no liability for products and/or dies or other materials entrusted to it for packaging. Supplier shall assume that the Purchaser has taken out adequate insurance in this regard.

3. In the event that a product to be packaged poses a hazard of any nature whatsoever, the Purchaser shall notify Supplier of this circumstance in good time. All damage caused by spontaneous combustion, explosion or any other cause lying in the product to be packaged shall be reimbursed to Supplier in full by the Purchaser, while the Purchaser shall also indemnify Supplier against claims by third parties in respect of the aforementioned circumstances, irrespective of whether or not the product was packaged.

4. Supplier shall not accept any responsibility whatsoever for any chemical and/or natural reactions which may occur between the product to be packaged and the material with which the product to be packaged is brought into contact due to the processing.

5. Supplier shall not be liable for harm or damage caused to the person and/or Goods of the Purchaser or third parties by Goods originating from Supplier, regardless of whether such harm or damage has been caused wholly or partly by actions or omissions on the part of the personnel of Supplier. The Purchaser shall

indemnify and hold harmless Supplier in the event that a third party submits a claim against Supplier and the latter has had to pay compensation as a result.

6. All other liability, for direct or indirect damage, arising through any cause whatsoever, shall be excluded.

Article 14: Intellectual Property and/or industrial property rights

1. Supplier reserves all Intellectual Property Rights in respect of the Goods and/or Services. Without Supplier's prior written permission, Purchaser shall not use, reproduce, modify, publish or imitate the Goods and/or Services, in whole or in part, in any way. The Agreement does not entail any transfer of or license to any Intellectual Property Rights.

2. Subject to Article 8.3 below, in the event of any third party claim against Purchaser for infringement of Intellectual Property Rights arising directly from the use of the Goods and/or Services as supplied by Supplier to Purchaser, Supplier may at its own expense conduct any ensuing litigation and all negotiations for a settlement of the claim. Supplier will bear the costs of any payment (either by way of a lump sum or a continuing royalty payment) to be made in settlement or as a result of an award in a judgment against Supplier in the event of litigation. The benefit of this Article 14.2 is granted to Purchaser by Supplier only in the event that Purchaser (i) gives Supplier prompt notice in writing of any such claim being made or action threatened or brought against it, (ii) takes reasonable steps to mitigate any losses or damages incurred as a result of the claim, (iii) makes no admission of liability or takes any other action in connection therewith, (iv) permits Supplier to handle the defense or settlement of the claim as set forth above, and (v) gives all reasonable information, cooperation and assistance to Supplier in relation to the handling of the claim. In addition, if it is made a condition of any settlement made by Supplier, or judgment awarded against Purchaser, Purchaser will return or destroy, as applicable, all infringing Goods still under its control and stop using any affected Services subject to a refund by Supplier of any price already paid for such Goods or already paid for future use of the Services. The foregoing states Suppliers entire liability and Purchaser's exclusive remedies for intellectual property claims with respect to the Goods and/or Services.

3. In the event that items are manufactured in accordance with drawings, samples, models or other instructions in the broadest sense of the word, received by Supplier from its Purchaser or from third parties via the Purchaser, the Purchaser shall assume and be responsible for the full guarantee and liability that the manufacture and/or delivery of the items in question will not infringe any patents, brand or user rights, commercial models or any other rights of third parties and shall indemnify Supplier against any and all claims which may be enforced against it. In the event that a third party objects on the grounds of any alleged right as just referred to the manufacture and/or delivery, Supplier shall be entitled without condition to cease immediately the manufacture and/or delivery and to require reimbursement of costs incurred, without prejudice to the rights of Supplier to any other compensation from its Purchaser, without Supplier itself being held liable for any compensation vis-à-vis the Purchaser. In the event that the working method is not mandatorily prescribed by the nature of the product or by the Purchaser, the Purchaser shall not be liable for the consequences of irregular use of patents of third parties in the working method used by Supplier. Supplier shall be obliged to notify the Purchaser immediately of any objections it has received against the manufacture and/or delivery of the item in question.

4. Supplier shall be deemed to be the designer of all drawings or models within the meaning of the Benelux Act on Drawings and Models (*Beneluxwet op Tekeningen en Modellen*), regardless of whether the drawings or models were designed on commission.

Article 15: Cutting dies, seal dies and pressure plates

1. Cutting dies, seal dies and pressure plates and/or other auxiliary materials manufactured by Supplier or on behalf of Supplier for the account of the Purchaser shall be and remain the property of Supplier.

2. All maintenance and repair costs as well as costs of modification shall be charged to the Purchaser.

Article 16: Termination

1. In the event that:

- a. the Purchaser fails to meet, to meet on time or to meet correctly any obligation resting upon it vis-à-vis Supplier;
- b. the Purchaser is declared bankrupt or a request to that effect has been submitted, suspension of payment is or has been applied for or the Purchaser is in a situation of - provisional - suspension of payment;
- c. all or part of the Purchaser's property is seized;
- d. the Purchaser loses its legal capacity to act or is deprived of its freedom pursuant to a judicial decision;
- e. the Purchaser is wound up or liquidated or, in the event that the Purchaser is a natural person, dies;
- f. the Purchaser ceases or has ceased its business operations, transfers its business or a substantial part thereof, including the contribution of its business and a business to be incorporated or already existing, and the Purchaser has not yet complied with its obligations vis-à-vis Supplier;

Supplier shall have the right due to the simple occurrence of one of the aforementioned circumstances, without warning or notice of default or judicial intervention being required, either to terminate the Agreement, suspend the performance of its obligations under the Agreement, demand the return of the Goods delivered as its property, or to demand payment in full of any and all amounts owed to it by the Purchaser. In addition, Supplier shall have the right to demand compensation from the Purchaser.

2. In order to enable Supplier to exercise its right to recover Goods, the Purchaser shall grant permission now for then to Supplier to enter the sites and/or buildings where the Goods are located. The Purchaser shall be obliged to inform Supplier of the place where the Goods are located and to identify the Goods as the property of Supplier.

Article 17: Cancellations

1. In the event that the Purchaser cancels all part of an order placed, it shall be obliged to reimburse Supplier for all expenses reasonably incurred with a view to the execution of the order in question (costs of preparation, storage, construction of dies, purchase of raw materials, etc.) and, in so far as Supplier so wishes, to bear the costs of the materials and semi-manufactures intended for the execution of the order in question at the prices applied by Supplier in its calculation, all without prejudice to the right of Supplier to compensation in respect of loss of profit, as well as the other loss or damage resulting from the cancellation in question.

Article 18: Applicable law and competent court

1. These General Terms and Conditions and all Agreements and undertakings to which these General Terms and Conditions apply shall be governed exclusively by the law of the Netherlands.

2. All disputes arising from or related to any offer, order, Agreement or commitment to which these General Terms and Conditions apply, or relating to the General Terms and Conditions themselves and their interpretation or implementation, shall, in so far as the statutory provisions so allow, at the discretion of Supplier, either

- a. be settled by one or three arbitrators, to be appointed at the discretion of Supplier; or
 - b. be placed before the competent court of the place where Supplier has its registered office, or the court of the place of domicile or registered office of the Purchaser.
3. Supplier shall make known its choice in this matter to the Purchaser within a reasonable period in a manner of its choosing.

Article 19: Confidentiality and publicity restrictions

1. Except as otherwise provided hereunder, all Confidential Information communicated by Supplier to Purchaser shall be kept in confidence and shall be used only for the purpose of any Agreement, except:

- a) as may be necessary to comply with laws, statutes and regulations, provided that, prior to disclosure, Purchaser notifies Supplier of such requirement and cooperates with Supplier's efforts to seek a protective order or otherwise avoid or minimize the disclosure;
- b) to the extent such Confidential Information is already known to Purchaser, becomes known to Purchaser without confidentiality obligations attached, or is independently developed by

Purchaser without use of the Confidential Information;

- c) to the extent such Confidential Information is or becomes known to the public other than by a breach of this Article 19;
- d) to the professional advisers of Purchaser who are under duties of confidentiality; or
- e) with prior written consent of Supplier.

2. Purchaser will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information and shall obtain appropriate undertakings of confidentiality from its employees. Purchaser shall promptly return or destroy, at Supplier's option, all Confidential Information when requested.

3. The Parties agree that the applicability of the confidentiality provisions of this Article 19 shall be subject to any existing non-disclosure agreement(s) and/or confidentiality agreements between the Parties covering Confidential Information and/or confidentiality of the subject matter hereof and that such agreements shall take precedence over and supersede any inconsistent provisions set forth in these General Terms of Sale.

4. Purchaser is not allowed to use Supplier's Trademarks, trade names or any other indications in relation to the Goods and/or Services, or to publicly make any reference to Supplier, whether in press releases, advertisements, sales literature or otherwise, except with Supplier's prior written consent.

Article 20: Other provisions

1. Supplier reserves the right to amend the content of these General Terms and Conditions unilaterally without prior notice.

2. If and in so far as one or more of the provisions of these General Terms and Conditions prove to be invalid and/or are declared null and void at law, the Purchaser and Supplier hereby declare their wish to maintain the other provisions of these General Terms and Conditions on the basis of Agreements which approach the content of the provisions that have been invalidated or declared null and void as closely as possible.

3. Purchaser shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Purchaser from its obligations under the Agreement. Supplier may assign or transfer the Agreement or any of its rights and obligations under the Agreement to any of its Affiliates upon written notice to Purchaser.

Oliver-Tolas Healthcare Packaging B.V.